

1
2
3 BILL NO. S-75-05-16

4 SPECIAL ORDINANCE NO. S- 87-75

5 AN ORDINANCE approving a contract with HIPSKIND
6 ASPHALT CORPORATION for improvement of
7 abandoned railroad crossings

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
9 WAYNE, INDIANA:

10 SECTION 1. That the contract dated April 23, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works
12 and HIPSKIND ASPHALT CORPORATION on Resolution 5681-1975 for:

13 Improvement of abandoned railroad crossings at seven locations
14 by removing rails, ties, pavement, walks and curbings, as
15 necessary and replacing pavement walks and curbing where
needed

16 for a total cost of \$67,604.25 from Street Bond Issue, all as more particularly
17 set forth in said Contract which is on file in the Office of the Board of Public
18 Works, and is by reference incorporated herein, made a part hereof and is
19 hereby in all things ratified, confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from
21 and after its passage and approval by the Mayor.
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23
24 
25 Councilman
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31
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33 APPROVED AS TO FORM
34 AND LEGALITY
35 
CITY ATTORNEY

Read the first time in full and on motion by Mrs. [Signature], seconded by Kraus, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5-13-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Mrs. [Signature], seconded by Kraus, and duly adopted, placed on its passage. Passed (DOE) by the following vote:

| | AYES <u>5</u> | NAYS <u>3</u> | ABSTAINED _____ | ABSENT <u>1</u> to-wit: |
|-------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| BURNS | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| HINGA | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KRAUS | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| MOSES | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NUCKOLS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| SCHMIDT, D. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| SCHMIDT, V. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| STIER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TALARIGO | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

DATE: 5-27-75

Charles W. Westerman
CITY CLERK
chief deputy city clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-87-75 on the 27th day of May, 1975.

ATTEST: (SEAL)
Charles W. Westerman

Melvin G. [Signature]
CITY CLERK
chief deputy city clerk

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of _____ o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK
chief deputy city clerk

Approved and signed by me this 28th day of _____, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-05-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with HIPSKIND ASPHALT CORPORATION for improvement of
abandoned railroad crossings

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

Winfield C. Moses, Jr.

John Nuckols
William T. Hinga

MADE A MATTER OF RECORD
DATE 5-27-75 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

72-7
CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ Hipskind Asphalt Corporation _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

abandoned railroad crossings at seven locations by removing rails, ties, pavement, walks, and curbings, as necessary, and replacing pavement, walks, and curbing where needed as shown on attached resolution

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5681-1975 _____

and at the following price per lineal foot _____

at the following prices:

| | | |
|---|--|------------|
| Tie, Rail, and header removal to property line-Wayne Trace | Two thousand five hundred dollars and no cents, per lump sum | \$2,500.00 |
| Tie, rail, and header removal to property line-Berry Street | Two thousand dollars and no cents, per lump sum | 2,000.00 |
| Tie, rail, and header removal to property line-Clinton Street | Four thousand five hundred dollars and no cents, per lump sum | 4,500.00 |
| Tie, rail, and header removal to property line-Hanna Street | Two thousand dollars and no cents, per lump sum | 2,000.00 |
| Tie, rail, and header removal to property line-Pontiac Street | Three thousand dollars and no cents, per lump sum | 3,000.00 |
| Tie, rail, and header removal to property line-Pioneer and Fenker Streets | Two thousand dollars and no cents, per lump sum | 2,000.00 |
| Tie, rail, and header removal to property line-Harrison Street | Three thousand five hundred dollars and no cents, per lump sum | 3,500.00 |
| Pavement removal | Four dollars and no cents, per square yard. | 4.00 |
| Excavation regular | Three dollars and no cents, per cubic yard | 3.00 |
| Approach removal | Four dollars and no cents, per square yard | 4.00 |
| Sidewalk removal | Three dollars and no cents, per square yard | 3.00 |
| Concrete pavement for base, Plain 7" | Nine dollars and fifty cents, per square yard | 9.50 |
| Hot asphalt base (State Mix #53B) | Twenty dollars and no cents, per ton | 20.00 |
| Hot asphalt binder (State Mix #9) | Twenty-two dollars and no cents, per ton | 22.00 |
| Hot asphalt surface (City Mix-A2) | Twenty-five dollars and no cents, per ton | 25.00 |
| Integral curb, 6"x6" | Four dollars and no cents, per lineal foot | 4.00 |
| Integral curb, 6"x8" | Four dollars and fifty cents, per lineal foot | 4.50 |
| Integral curb, 6"x10" | Six dollars and no cents, per | |

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5681-1975 and at the following prices per lineal foot.

at the following prices:

| | | |
|---|--|------------|
| Tie, Rail, and header removal to property line-Wayne Trace | Two thousand five hundred dollars and no cents, per lump sum | \$2,500.00 |
| Tie, rail, and header removal to property line-Berry Street | Two thousand dollars and no cents, per lump sum | 2,000.00 |
| Tie, rail, and header removal to property line-Clinton Street | Four thousand five hundred dollars and no cents, per lump sum | 4,500.00 |
| Tie, rail, and header removal to property line-Hanna Street | Two thousand dollars and no cents, per lump sum | 2,000.00 |
| Tie, rail, and header removal to property line-Pontiac Street | Three thousand dollars and no cents, per lump sum | 3,000.00 |
| Tie, rail, and header removal to property line-Pioneer and Fenker Streets | Two thousand dollars and no cents, per lump sum | 2,000.00 |
| Tie, rail, and header removal to property line-Harrison Street | Three thousand five hundred dollars and no cents, per lump sum | 3,500.00 |
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| Excavation regular | Three dollars and no cents, per cubic yard | 3.00 |
| Approach removal | Four dollars and no cents, per square yard | 4.00 |
| Sidewalk removal | Three dollars and no cents, per square yard | 3.00 |
| Concrete pavement for base, Plain 7" | Nine dollars and fifty cents, per square yard | 9.50 |
| Hot asphalt base (State Mix #53B) | Twenty dollars and no cents, per ton | 20.00 |
| Hot asphalt binder (State Mix #9) | Twenty-two dollars and no cents, per ton | 22.00 |
| Hot asphalt surface (City Mix-A2) | Twenty-five dollars and no cents, per ton | 25.00 |
| Integral curb, 6"x6" | Four dollars and no cents, per lineal foot | 4.00 |
| Integral curb, 6"x8" | Four dollars and fifty cents, per lineal foot | 4.50 |
| Integral curb, 6"x10" | Six dollars and no cents, per lineal foot | 6.00 |
| Integral curb, 6" x Variable (6" - 10") | Six dollars and no cents, per lineal foot | 6.00 |
| Sidewalk, concrete, 11.5' Wide | One dollar and seventy-five cents, per square foot | 1.75 |
| Sidewalk, concrete, 6' wide | One dollar and seventy-five cents, per square foot | 1.75 |
| Sidewalk, concrete, 5' wide | One dollar and seventy-five cents, per square foot | 1.75 |
| Fine grading | One dollar and fifty cents, per square yard | 1.50 |
| Seeding | One dollar and no cents, per square yard | 1.00 |

| | | |
|-----------------------------------|--|--------|
| Fill material | Ten dollars and no cents, per cubic yard | 10.00 |
| Compacted aggregate (#53 Stone) | Seven dollars and no cents, per ton | 7.00 |
| Concrete drive approach, Plain 8" | Fourteen dollars and no cents, per square yard | 14.00 |
| Concrete pavement, Plain 8" | Twelve dollars and no cents, per square yard | 12.00 |
| Sign removal | Three hundred dollars and no cents, per each | 300.00 |
| Adjust castings to grade | One hundred fifty dollars and no cents, per each | 150.00 |
| New manhole casting required | One hundred fifty dollars and no cents, per each | 150.00 |
| Ramps, bicycle | Five dollars and no cents, per square foot | 5.00 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5681-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1975 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 23 day of April, 1975.

Hipskind Asphalt Corporation

By: David L. Hipskind

Its: Pres.
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

62-6-7 3/7/75

(5631)

IMPROVEMENT RESOLUTION NO. 5631, 1975.

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, has adopted a railroad track crossing abandonment program within the City limits, and

WHEREAS, the City shall, at its own expense, remove rails, ties, pavement, walks, and curbing, as necessary, and replace pavement, walks, and curbing where needed, and

WHEREAS, this represents the continuing effort of the Board of Public Works to improve the streets of Fort Wayne by eliminating obsolete railroad crossings, thereby reducing safety hazards to the motoring public, and

WHEREAS, representatives of the Board of Public Works have made detailed inspection of the railroad crossings within the following geographic locations:

1. Hanna Street, between Wallace Street and Toledo Street.
2. Harrison Street, between Superior Street and Columbia Street north of the "Landing."
3. Pontiac Street, between Fenker Avenue and Perth Street at Edsall Avenue.
4. Wayne Trace, between Fletcher Avenue and Wabash Avenue.
5. Clinton Street, between Elizabeth Street and the northwest entrance to Lawton Park.
6. Berry Street, between Hanover Street and Anthony Boulevard at Howard Street.
7. Pioneer Street and Fenker Avenue, north of Pontiac Street.

Improvements shall be in accordance with the plans, profiles, detailed drawings, and specifications now on file in the office of the Department of Public Works of said City and such improvements are hereby ordered.

The cost of this improvement shall be paid by the City of Fort Wayne from General Obligation Bond Funds.

ADOPTED this 5th day of March, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

[Signature]
Chairman

[Signature]
Member

[Signature]
Member

WITNESSED:

[Signature] Clerk

GUARANTY BOND

Know All Men by These Presents, That we-----

-----Hipskind Asphalt Corporation-----Contractors

as principal, and Trinity Universal Insurance Co., of Dallas, Texas-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty-seven

thousand six hundred four dollars and twenty-five cents-----

-----(\$67,604.25)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----Hipskind Asphalt Corporation-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
-----Pavement

~~at~~ ~~XXXXXXX~~ abandoned railroad crossings at
seven locations by removing rails, ties, pavement, walks, and curbings, as
necessary, and replacing pavement, walks, and curbing where needed as shown on
attached resolution

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

Hipskind Asphalt Corporation-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 23 day of April 75

TRINITY UNIVERSAL INSURANCE COMPANY Hipskind Asphalt Corporation (SEAL)

BY: Terrence J. Waid By: David L. Hipskind (SEAL)

(Attorney-in-Fact)

Its: Pres (SEAL)

Approved this 5th day of May, 1975

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----Hipskind Asphalt Corporation-----

as principal, and Trinity Universal Insurance Company of Dallas, Texas-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty-seven
thousand six hundred four dollars and twenty-five cents-----
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

-----(\$67,604.25)-----

The conditions of the above obligation are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-
ment as to the workmanship, material and condition s for the period of three (3) years, according to the
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-
main in full force and virtue in law and in the event the said City shall extend the time for the comple-
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 23 day of April 23

TRINITY UNIVERSAL INSURANCE COMPANY

By: James J. Wood
(Attorney in Fact)

Hipskind Asphalt Corp. (SEAL)

By: David L. Hipskind (SEAL)

Its: Pres. (SEAL)

----- (SEAL)

Approved this 5th day of May 1975

R. D. Bannell
Carl E. O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

April 22, 1975

RE:

WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.
in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)
(HIGHWAY)
(SEWER)

LATHER

MILLWRIGHT & PILEDRIVER

OPERATING ENGINEER (BUILDING)
(HIGHWAY)
(SEWER)

PAINTER

PLASTERER

PLUMBER & STEAMFITTER

MOSAIC & TERRAZZO GRINDER

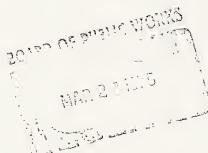
ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)
(HIGHWAY)

IF any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 11 DAY OF JULY, 1975



REPRESENTING GOVERNOR, STATE OF INDIANA.

REPRESENTING THE AWARDED AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

| CLASS | RATE PER HR. | HOW | PEN | VAC | APP. | MISC. |
|---------|--------------|---------|---------|-----|------|------------|
| S | 9.95 | 35¢ | 55¢ | | | 31¢ |
| S | 10.05 | 50 | 1.00 | | 1¢ | |
| S | 8.89 | 30 | 25 | | 1 | |
| S | 8.31 | | 6% | | 4 | 21¢ |
| S | 9.01 | 47 | 40 | | 5 | 21¢ |
| S | 8.30 | 40 | | | | |
| S | 9.10 | 30 | 17 1/2% | | 4 | |
| S | 8.77 | 44 1/2% | 29 | 7% | 2 | |
| S | 8.24 | 12 | | 25 | 4 | 35¢holiday |
| S | 9.70 | 55 | 65 | | 1 | |
| S-SS | | | | | | |
| US | 5.95-6.25 | 35 | 30 | | 7 | |
| S-US-SS | 5.90-6.05 | 35 | 30 | | 7 | |
| S-US-SS | 6.25-7.33 | 35 | 30 | | 7 | |
| S | 8.20 | | 25 | | 1 | 31¢ |
| S | 8.64 | | 6% | | 4 | 21¢ |
| S-SS | | | | | | |
| US | 6.75-9.15 | 40 | 40 | | 5 | |
| S-SS-US | 6.61-8.30 | 30 | 30 | | 5 | |
| S-SS-US | 7.07-9.27 | 40 | 40 | | 5 | |
| S | 7.49-8.49 | 32 | 25 | | 7 | |
| S | 7.91 | 40 | | | | |
| S | 9.20 | 30 | 65 | | 7 | 41¢ |
| S | 6.65-8.50 | | | | | |
| S | 8.40 | | 10 | | | |
| S | 9.19 | 35 | 30 | | 4 | 91¢ |
| S-SS | | | | | | |
| US | 6.68-7.63 | 16pw | 17pw | | | |
| S-SS-US | 6.56-7.16 | 16pw | 17pw | | | |



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surely, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds.

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 1971

TRINITY UNIVERSAL INSURANCE COMPANY

C. Templeton

C. Templeton, Secretary' Title

(SEAL)

Frank M. Wilmer
The Frank M. Wilmer, Vice President

State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 1971

(SEAL)

My commission expires June 1, 1973

C. E. Gason, Notary Public

I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19____

(Seal)

C. Templeton
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

✓
A-75-05-16

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with Hipskind Asphalt Corporation in amount of \$67,604.25 covers improvement to seven (7) abandoned railroad crossings in the City.

Locations are shown on attached documents.

BID TABULATION IS ATTACHED

"Prior Approval" shall be requested.

EFFECT OF PASSAGE Elimination of seven of the rough abandoned crossings.

EFFECT OF NON-PASSAGE Continued complaints of damaged tires, etc.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$67,604.25 cost to City from Street Bond Issue

ASSIGNED TO COMMITTEE Public Works JH